

**MEMORANDUM OF AGREEMENT  
CULTURAL LANDSCAPE SERVICES  
ST. EDWARD STATE PARK, WASHINGTON STATE PARKS  
Between  
The United States Department of the Interior  
National Park Service  
And the  
Washington State Parks and Recreation Commission  
State Parks Interagency Agreement# IA 507-051**

This agreement is entered into by and between The National Park Service (hereinafter “NPS”), United States Department of the Interior, acting through the Superintendent of Mount Rainier National Park, and the Washington State Parks and Recreation Commission (hereinafter “WA Parks”).

**ARTICLE I – BACKGROUND AND OBJECTIVES**

Situated on the northeast shoreline of Lake Washington, Saint Edward State Park is a wooded retreat in an otherwise developed and suburbanized area and comprises most of the original land holding of the Catholic Diocese of Seattle including the seminary building, gymnasium, pool house, tennis courts and ball field. Located within the park boundary, but retained in separate ownership, is the former St. Thomas Seminary, which succeeded St. Edward in 1958 as the educational program outgrew its original building. In November 2005 the Diocese sold this property to Bastyr University.

Completed in 1931, the original building’s Lombardy Romanesque design by the prominent Seattle architect John W. Graham, is a faithful rendition of northern Italian architecture of the early Christian era. Graham’s application of this architectural idiom to a Catholic seminary building speaks of a deliberate symbolism that characterized much revival architecture of the early-twentieth century. Comprehensive in scope, the facility’s educational goal was to train highly educated priest to serve the dioceses of the Pacific Northwest, and included a four-year high school course, four of college instruction, and four years of theological study. The Catholic Diocese closed St. Edward in 1976 and sold its ownership to Washington State Parks.

St. Edward State Park is currently listed in the Washington Heritage Register, excluding the St. Thomas Seminary facility that remains in the ownership of the Catholic Diocese of Seattle. As the culmination of Bishop Edward O’Dea’s efforts to establish a major Catholic educational presence in western Washington, the resulting buildings, setting, and landscape values are among the best of the state’s institutional properties, and rank with the Jesuit Seminary complex of Mount St. Michael’s in north Spokane (listed in the National Register). The Seminary Building at St. Edward State park (or all of the 316 acres?) is easily eligible for the National Register of Historic Places, though a future nomination would require an expanded narrative about the grounds and landscape values that were integral to the cloistered seminary experience of what was once a quiet rural venue on Lake Washington. Other possible features and landscape elements include open lawn areas, landscape plantings, trees, grotto and circulation paths. In addition, the gymnasium building (1950) is over fifty-years old and should be evaluated as potentially contributing to the significance of the property.

The purpose of this project is to prepare a Cultural Landscape Inventory of the seminary grounds, including all of the structures and features in the developed landscape, including but not limited to the seminary and gymnasium buildings, grotto, nuns rhododendron garden, orchard and trails, with an evaluation of significance and integrity as a potential historic site, eligible for listing in the National Register. The inventory will contain a comprehensive statement of significance for the seminary and its grounds, to contribute to a future National Register nomination, and guide Washington State Parks in the preservation of the site's historic character. The inventory will also contain general treatment guidelines for the preservation of the cultural landscape.

## **ARTICLE II – AUTHORITY**

The authority for this Agreement is 16 U.S.C. §470a (1994), 16 U.S.C §470dd (1974), and 36 CFR Part 79 (1999).

## **ARTICLE III – STATEMENT OF WORK**

NPS will:

1. Assign Susan Dolan as the Government Technical Representative
2. Coordinate a kick-off meeting with WA State Parks staff.
3. Prepare detailed Statement of Significance, including period of significance with the following steps.
  - a. Investigate the historic significance of St. Edwards's as an early diocesan and Sulpician seminary of Washington State using primary sources from repositories from the Seattle Archdiocesan Archives and University of Washington Special Collections, and potentially from the Parish Archives of St. James in Vancouver, WA, the Deanery of Portland Archives, the Providence Academy Archives in Vancouver, WA, Records of St. James Cathedral in Seattle, the Mount Angel Seminary Archives in Mt. Angel, Oregon;
  - b. Investigate the historic significance of St. Edward's in association with the contributions of significant persons, such as Bishop Edward O'Dea as third Bishop of Nisqually and first Bishop of Seattle and Archbishop Raymond Hunthausen, second Archbishop of Seattle, using the aforementioned repositories;
  - c. Investigate the historic significance of St. Edward's Romanesque architectural design in the northwest United States and the significance of architect John W. Graham in early 20<sup>th</sup>-century Seattle, using sources from the American Institute of Architects, Washington State Historical Society Archives, the Seattle Public Library records, the Seattle Times Archives, and the City of Seattle Archives.
  - d. Perform historical research to understand the physical history of the cultural landscape and its historic significance using the aforementioned repositories and sources in WA State Parks records and park records.
4. Perform field investigations to understand existing conditions including extant cultural landscape features (using existing site surveys/maps and aerial photos);
5. Prepare physical chronological history, illustrated with historic photographs;

6. Prepare existing conditions site plan of cultural landscape, identifying major contributing and non-contributing features;
7. Prepare analysis and evaluation narrative, describing extant landscape characteristics and features, illustrated with contemporary photographs;
8. Prepare general treatment recommendations for the preservation of the cultural landscape;
9. Complete document preparation and production resulting in illustrated narrative document, providing two (2) hard copies of the final product and (2) CD's in \*.PDF format.

WA Parks will:

1. Appoint Bill Koss as Project Manager.
2. Provide financial assistance to NPS as provided in Article VI.
3. Make archives available, to the extent possible, for NPS research and WA Parks facilities.
4. Coordinate between the NPS and St. Edward staff for meetings, fieldwork, research, and presentations.
5. Provide staff for technical assistance, fieldwork, presentations and product review and comment.

#### **ARTICLE IV – TERMS OF AGREEMENT**

This agreement shall become effective on the date that the Agreement is fully executed by the Parties. This date is known as the Agreement “Effective Date.” No service shall be performed prior to the Agreement Effective Date. This Agreement shall expire, unless otherwise terminated or extended, on December 31, 2006.

#### **ARTICLE V – KEY OFFICIALS**

A. For WA Parks:

Bill Koss, Manager of Planning and Research  
Washington State Parks and Recreation Commission  
7150 Cleanwater Drive SW  
P.O. Box 42650  
Olympia, WA 98504-2650  
(360) 902-8629  
(360) 902-8666 (fax)  
[Bill.Koss@parks.wa.gov](mailto:Bill.Koss@parks.wa.gov)

B. For NPS:

Susan Dolan, Historical Landscape Architect  
National Park Service  
909 First Avenue

Seattle, WA 98104-1060  
(206) 220-4132  
(206) 220-4159 (fax)  
[Susan.Dolan@nps.gov](mailto:Susan.Dolan@nps.gov)

Hank Florence, External Program Lead  
National Park Service  
909 First Avenue  
Seattle, WA 98104-1060  
(206) 220-4133  
(206) 220-4159 (fax)  
[Hank.Florence@nps.gov](mailto:Hank.Florence@nps.gov)

## **ARTICLE VI – AWARD AND PAYMENT**

- A. NPS shall submit State Invoice vouchers to the WA Park officer listed on Attachment 7.6 (“Agreement Information Sheet”, attached). The invoices shall be accompanied by a breakdown sheet showing costs for each budget item and completion rates of each Task as identified in Article VIII below. All invoices shall include a MOA number, State Parks Contract No. IA 507-051 and chargeable account of 20400. Invoicing shall be submitted upon completion of the Task items listed in Article VIII below.
- B. WA Parks agrees to pay NPS an amount not to exceed **Thirty Thousand Dollars (\$30,000.00)** for performance of this agreement. This payment shall be the sole monetary obligation of the WA Park and the WA Park’s obligation to pay is limited by the provisions of Section XII, Termination. Payment of all operating costs, federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the responsibility of the NPS.
- C. Interim payments will be made to NPS. Interim payments will be made on the basis of requests for payment submitted according to the following schedule:

Mobilization Costs: 20% of total	\$6,000.00
Task 1: 30% of total	\$9,000.00
Task 2: 30% of total	\$9,000.00
Task 3: 20% of total	\$6,000.00

- D. All requests for payment will be submitted to:

Washington State Parks and Recreation Commission  
PDSC HQ - Attn: Nata Hurst  
7150 Cleanwater Drive SW  
PO Box 42650  
Olympia WA 98504-2650

## **ARTICLE VII – PRIOR APPROVAL**

Not applicable.

## **ARTICLE VIII – PRODUCTS AND DELIVERABLES**

Schedule:

Task 1:

1. March 15, 2006 – May 30, 2006: Article III – Statement of Work parts 2, 3a, 3b, 3c, and 3d.
2. WA Parks to review and comment on draft report (3-weeks).

Task 2:

1. April 3, 2006 – June 30, 2006: Article III – Statement of Work parts 4, 5, 6, 7 and 8.
2. WA Parks to review and comment on draft report (3-weeks).

Task 3:

1. July 24, 2006 – August 18, 2006: Article III – Statement of Work part 9.

## **ARTICLE IX – LIABILITY**

Each party accepts responsibility for any property damage, injury, or death caused by the act or omissions of their respective employees or other representatives arising under this MOA, to the fullest extent permitted by law.

## **ARTICLE X – PROPERTY UTILIZATION**

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to WA Parks during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

## **ARTICLE XI – MODIFICATIONS**

This agreement may be modified only by a written instrument executed by the parties.

## **ARTICLE XII – TERMINATION**

- A. This Agreement may be terminated by mutual consent of both parties, or by either party for any reason whatsoever.
- B. WA Parks may terminate this agreement effective upon delivery of written notice to NPS, or at such later date as may be established by WA Parks, under any of the following conditions:
  - i. If WA Parks funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the

indicated quantity and continued levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.

- C. Any termination under paragraph A or B above of this Section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- D. WA Parks by written notice of default to NPS may terminate the whole or any part of this Agreement:
  - 1. If NPS fails to provide services called for by this agreement within the time specified herein or by extension thereof; or
  - 2. If NPS fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from WA Parks, fails to correct such failures within 10 days or such longer periods as WA Parks may authorize.

#### **ARTICLE XIII – FORCE MAJEURE**

Neither party shall be held responsible for delay or failure to perform when such a delay or failure is due to fire, flood, epidemic, strikes, act of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be foreseen or provided against. Either party may terminate the agreement, effective with the giving of notice, after determining such delay or failure will reasonably prevent successful performance in accordance with the terms of the agreement.

#### **ARTICLE XIV – TRAVEL**

Terms and conditions of travel reimbursement, if any (in accordance with accepted State of Washington Travel Reimbursement rules).

#### **ARTICLE XV – SUBCONTRACTORS**

NPS shall not enter into any subcontract for any of the work scheduled under this Agreement without obtaining prior written approval from WA Parks.

#### **ARTICLE XVI – RETENTION OF RECORDS AND REPORTS**

NPS agrees to maintain records of cost and services provided to document the project and fully support billings. All books, records, and other documents relevant to this agreement shall be retained:

- A. Six years after the end of the fiscal year during which they were created; or

- B. Any longer period which may be required to complete any audit or to resolve any pending audit findings.

#### **ARTICLE XVII – ACCESS TO RECORDS**

WA Parks, the Secretary of State's Office of the State of Washington, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of NPS and any subcontractors which are directly pertinent to this contract for the purposes of making audit, examination, excerpts, and transcripts.

#### **ARTICLE XVIII – PUBLICITY**

Any publicity or advertising regarding the work performed under this Agreement must be approved by the Project Manager and must acknowledge the support of the WA Parks , and if applicable any other grantor agency.

#### **ARTICLE XIX – NON-DISCRIMINATION**

During the performance of this Agreement, the participants agree to abide by the terms of the U.S. Department of the Interior – Civil Right Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

#### **ARTICLE XX – FUNDS AVAILABLE AND AUTHORIZED**

WA Parks certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within WA Parks current appropriation or limitation. Continuation of this agreement after the current budget period is contingent on legislative approval of funding for this purpose.

#### **AGREED:**

#### **NATIONAL PARK SERVICE**

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Superintendent Mount Rainier National Park

Date

#### **WASHINGTON PARKS AND RECREATION COMMISSION**

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Assistant Director – Larry Fairleigh

Date